

<i>SERFF Tracking Number:</i>	<i>FRCS-125576372</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>OM Financial Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38507</i>
<i>Company Tracking Number:</i>	<i>4857</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>GMWB Rider Filing</i>		
<i>Project Name/Number:</i>	<i>Fglic-1/153/153</i>		

Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: GMWB Rider Filing

TOI: A071 Individual Annuities - Special

Sub-TOI: A071.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: FRCS-125576372 State: ArkansasLH

SERFF Status: Closed

Co Tr Num: 4857

Co Status: None

Author: Kevin Wiggs

Date Submitted: 03/25/2008

State Tr Num: 38507

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 04/02/2008

Disposition Status: Approved

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: Fglic-1/153

Project Number: 153

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: This filing was submitted to the domicile state on 3/14/08 and is currently pending approval.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/02/2008

State Status Changed: 04/02/2008

Corresponding Filing Tracking Number:

Filing Description:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

We have been retained by OM Financial Life Insurance Company to file the attached form for approval in your state.

The form is new and does not replace any form currently on file with your Department.

The enclosed rider provides a guaranteed life income without annuitization while allowing the Owner access to the account value. The rider will be attached to any approved or future fixed indexed annuities.

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Producers licensed to do business in your state including through financial institutions will market this rider.

Enclosed is an actuarial memorandum that demonstrates that the rider is actuarially sound.

Any bracketed language is intended to be variable. Please see statement of variability below.

OM GMWB-FA (10-2007) Statement of Variability:

Page 3

Company's Name - Is currently shown as OM Financial Life Insurance Company and will change if the Company changes its name.

President's Name and Title - Is currently shown as John P. Clifford and will change if the President changes.

The form is written in clear and simplified language and has passed the Flesch Reading Ease test.

The form is in final printed form subject only to changes in font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required by law.

Our filing fee of \$125.00 has been sent by EFT on this same date. This fee is based on the Company's state of domicile (MD).

Company and Contact

Filing Contact Information

(This filing was made by a third party - FC01)

Kevin Wiggs, Compliance Specialist

1020 Central

Kansas City, MO 64105

kevin.wiggs@firstconsulting.com

(800) 927-2730 [Phone]

(816) 391-2755[FAX]

Filing Company Information

OM Financial Life Insurance Company

1001 Fleet Street

Baltimore, MD 21202

CoCode: 63274

Group Code: 2598

Group Name:

State of Domicile: Maryland

Company Type:

State ID Number:

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(888) 697-5433 ext. [Phone]

FEIN Number: 52-6033321

<i>SERFF Tracking Number:</i>	<i>FRCS-125576372</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>OM Financial Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38507</i>
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<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>GMWB Rider Filing</i>		
<i>Project Name/Number:</i>	<i>Fglic-1/153/153</i>		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$125.00
Retaliatory?	Yes
Fee Explanation:	MD fee of \$125 per form.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
OM Financial Life Insurance Company	\$125.00	03/25/2008	18929725

<i>SERFF Tracking Number:</i>	<i>FRCS-125576372</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>Fglic-1/153/153</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/02/2008	04/02/2008

<i>SERFF Tracking Number:</i>	<i>FRCS-125576372</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>GMWB Rider Filing</i>		
<i>Project Name/Number:</i>	<i>Fglic-1/153/153</i>		

Disposition

Disposition Date: 04/02/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>FRCS-125576372</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>GMWB Rider Filing</i>		
<i>Project Name/Number:</i>	<i>Fglic-1/153/153</i>		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes

SERFF Tracking Number:	FRCS-125576372	State:	Arkansas
Filing Company:	OM Financial Life Insurance Company	State Tracking Number:	38507
Company Tracking Number:	4857		
TOI:	A071 Individual Annuities - Special	Sub-TOI:	A071.001 Equity Indexed
Product Name:	GMWB Rider Filing		
Project Name/Number:	Eglic-1/153/153		

Form Schedule

Lead Form Number: OM GMWB-FA (10-2007)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	OM GMWB-FA (10-2007)	Policy/Cont	Guaranteed	Initial		58	GMWB Rider
		ract/Fratern	Minimum Withdrawal				Final_dist.pdf
		al	Benefit Rider				
		Certificate:					
		Amendmen					
		t, Insert					
		Page,					
		Endorseme					
		nt or Rider					

Guaranteed Minimum Withdrawal Benefit Rider

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Excess Withdrawal. Any amount in excess of the Guaranteed Withdrawal Payment.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn each Contract year. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage and is guaranteed to be paid over the annuitant's lifetime. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the Information page that is determined at the start of the Withdrawal Period and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Income Base. The value used to determine the withdrawal benefits. If this rider's effective date is on the date of Contract issue, the initial Income Base is equal to the initial premium paid plus any premium bonus. If this rider's effective date is after the Contract issue date, the initial Income Base is equal to the account value on the date this rider takes effect.

Restart. After five Contract years from the start of the initial Roll-up period and during the Accumulation Period, the Owner may elect to start a new 10 year Roll-up period. If the account value is greater than the Income Base, the Income Base is increased to equal the account value.

Rider Withdrawal Payment. The amount the Owner elects to withdraw each Contract year.

Roll-up. A guaranteed annual accrual rate of the Income Base during the Accumulation Period. This rate is shown on the Information page. The Roll-up for the initial guarantee period is 10 years. Any subsequent guarantee periods will occur in conjunction with a Restart, which will begin another 10 year guarantee period.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period. Any increase in the Income Base will result in an increase in the Guaranteed Withdrawal Payment.

Withdrawal Period. The period in which Rider Withdrawal Payments begin and the Accumulation Period ends. Partial withdrawals may be made under the Contract and do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is not a natural person.

Effective Date

This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

Benefit

This rider provides a guaranteed life income without annuitization while allowing the Owner access to the account value. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50, then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year but may not exceed the Guaranteed Withdrawal Payment amount. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is determined by the age of the younger annuitant and is determined based on the joint annuitant table. The Guaranteed Withdrawal Payment will be paid until the death of the second annuitant.

At Contract issue, the Owner elects either the basic or enhanced Guaranteed Minimum Withdrawal Benefit feature. Based on the feature elected, the current and minimum guaranteed Roll-up rates are shown on the Information page.

Excess Withdrawal

If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment amount, You must choose to either:

- Receive the unpaid portion of the Rider Withdrawal Payment for the Contract year as part of a Contract withdrawal with no installment payments until the beginning of the next Contract year; or
- Continue to receive remaining installments of the Rider Withdrawal Payment as scheduled.

The Excess Withdrawal amount equals the Account Value before the partial withdrawal, less the Account Value after the partial withdrawal; plus the Guaranteed Withdrawal Payment less the portion of the Rider Withdrawal Payment already paid for the Contract year and less the remaining installments that will be paid during the remainder of the Contract year.

The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered as an Excess Withdrawal.

Increase in Income Base

The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur each anniversary during the Withdrawal Period at the election of the withdrawal and at any subsequent Contract anniversary.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-Up.

The Income Base can also increase during the Accumulation Period when a) the policyholder contributes additional premiums and b) during a Restart period. The Income Base can also increase during the Withdrawal Period when the account value is greater than the Income Base (Step-up.)

Restart

During the Restart period, the Income Base is increased to the greater of the account value or Income Base. The rider charge and the Roll-up annual accrual rate may change. A Restart may not occur until after five Contract years from the start of the initial Roll-up period and must occur prior to the end of the tenth Contract year. Only one Restart is allowed. A Restart does not start a new set of surrender charges.

Withdrawal Period

Begins when the Owner elects to take Rider Withdrawal Payments. At this time, the Income Base increases to the account value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.

Annuitization

In Contract years 1 through 5, annuitization will follow the Contract's annuitization rules. After the 5th Contract year, if annuitized for a minimum of 10 years (or life), we will use the greater of the Income Base or the account value or the minimum guaranteed surrender value. Any other annuitization options will use the greater of the account value or the minimum guaranteed surrender value.

Death Benefit

If death occurs during the Accumulation Period, the death benefit is based on the Contract to which the rider is attached. If death occurs in the Withdrawal Period, the death benefit will be the account value.

Cost of Rider

The amount and frequency of any fee for this rider is shown on the Information page. This fee is deducted from the account value on each Contract anniversary, beginning at the end of the first Contract year. The rider charge is deducted through the Accumulation and Withdrawal Periods.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

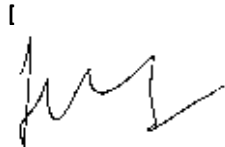
Termination of Rider This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner to die (except under spousal continuation below); death of the annuitant, if a nonnatural person is the Contract Owner; and the date You request this rider be terminated.

Spousal Continuation Benefits provided under this rider will continue if the Owner's spouse steps into the Contract upon the Owner's death. Rider benefits will be based on the successor Owner if the rider is in the Accumulation Period. Rider charges will continue based on the original Owner. Rider Withdrawal Payments will continue until the account value is reduced to zero if the rider is in the Withdrawal Period. The Guaranteed Withdrawal Percentage will remain the same at the time of the Owner's death.

Nonparticipating Dividends are not payable.

Signed for the Company.

[OM Financial Life Insurance Company]

A handwritten signature in black ink, appearing to read 'John P. Clifford', is written over a horizontal line.

John P. Clifford, President]

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Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-125576372 State: Arkansas
Filing Company: OM Financial Life Insurance Company State Tracking Number: 38507
Company Tracking Number: 4857
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: GMWB Rider Filing
Project Name/Number: Fglic-1/153/153

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 03/24/2008

Comments:

Attachments:

AR CoC.pdf

AR RDB.pdf

Authorization_OM_1-08_dist.pdf

Review Status:

Bypassed -Name: Application 03/24/2008

Bypass Reason: Not applicable with this rider filing.

Comments:

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo 03/24/2008

Comments:

Attachment:

ActMemo OM GMWB-FA (10-2007)_dist.pdf

ARKANSAS DEPARTMENT OF INSURANCE

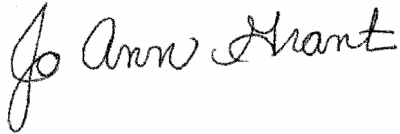
CERTIFICATION OF COMPLIANCE

Company Name: OM Financial Life Insurance Company

Form Title(s): Guaranteed Minimum Withdrawal Benefit Rider

Form Number(s): OM GMWB-FA (10-2007)

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



JoAnn Grant
VP, Product Implementation

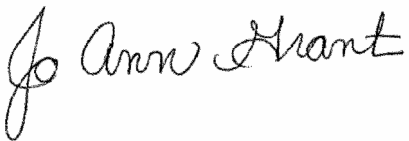
March 24, 2008
Date

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: OM Financial Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
OM GMWB-FA (10-2007)	58.0



JoAnn Grant
Vice-President - Product Implementation

March 24, 2008
Date



Old Mutual Financial Network
1001 Fleet Street
Baltimore, Maryland 21202
PH 410.895.0100
1.888.697.LIFE
FX 410.895.0162

OM FINANCIAL LIFE INSURANCE COMPANY
OM FINANCIAL LIFE INSURANCE COMPANY OF NEW YORK

January 2, 2008

NAIC Company Code: 63274

To: The Insurance Commissioner

Re: Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc.; 1020 Central, Suite 201; Kansas City, MO, 64105-1670 to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

OM Financial Life Insurance Company

BY:

A handwritten signature in black ink that reads "JoAnn Grant".

JoAnn Grant
Vice President

w w w . o m f n . c o m

Old Mutual Financial Network is the marketing name for OM Financial Life Insurance Company (Home Office, Baltimore, MD);
and OM Financial Life Insurance Company of New York (Home Office, Purchase, NY).

ACTUARIAL MEMORANDUM

Guaranteed Minimum Withdrawal Benefit Rider

OM GMWB-FA (10-2007)

A. Rider Description

This rider may be attached to deferred annuities whose underlying assets are held in the Company's general account. This rider provides a guaranteed withdrawal amount up to the Guaranteed Withdrawal Payment each contract year. The withdrawal amount is guaranteed to continue even if account value goes to zero for as long as withdrawals are within the Guaranteed Withdrawal Payment.

The charge for this rider is a percentage of the account value and is deducted from the account value beginning at the end of the 1st contract year and each contract anniversary thereafter. The percentage charge is as stated on the Information page.

B. Rider Structure

This rider has an Accumulation Period and a Withdrawal Period.

1) Accumulation Period

- (a) This period commences on this rider's effective date and ends when the withdrawals under the rider begin.
- (b) *Income Base* – During the Accumulation Period, the Income Base is guaranteed to roll-up at a specified interest rate for 10 years unless client elects to Restart or until withdrawals begin under the rider if elected earlier. If this rider's effective date is the date of issue, the initial Income Base is equal to the initial premium plus any premium bonus. If this rider's effective date is after the date of issue, the initial Income Base is equal to the account value on the effective date. Any additional premiums and any applicable premium bonus will be added to the Income Base and will accrue interest during the roll-up period.
- (c) *Restart* – A Restart allows the client to extend the roll-up period for another 10 years. If the account value is greater than the Income Base, the Income Base will reset to equal the account value. The rider charge may change if this is elected subject to a maximum as stated on the Information page. The roll-up accrual rate to which the Income Base grows may also change subject to minimum guaranteed interest rate stated on the Information page. A client can elect a Restart after five years from the start of the initial roll-up period to the end of the initial 10 year roll-up period. This option is available at one-time only and will not start a new set of surrender charges.
- (d) *Partial Withdrawals* – Partial withdrawals can be made under the contract without ending the Accumulation Period. The Income Base will be reduced by the same proportion that the account value was reduced. The new Income Base equals the Income Base prior to partial withdrawal multiplied by the Partial Withdrawal Adjustment. The Partial Withdrawal Adjustment equals the ratio of the account value after the partial withdrawal to the account value prior to the partial withdrawal.

2) Withdrawal Period

- (a) Withdrawals under the rider can commence at least one year after this rider's effective date and the annuitant's attained age (or the younger annuitant's attained age in the case of joint annuitant) is at least 50 years old. The Accumulation Period ends when the Withdrawal Period begins and cannot be reinstated.
- (b) *Guaranteed Withdrawal Payment* – This is the maximum amount that can be withdrawn each contract year. This is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. This amount is established at the beginning of the Withdrawal Period and changes only if a Step-up or Excess Withdrawal occurs.

Any increase or decrease in the Income Base and/or the Guaranteed Withdrawal Percentage will consequently increase or decrease the Guaranteed Withdrawal Payment. If there are any changes in the Income Base and/or the Guaranteed Withdrawal Percentage, the Guaranteed Withdrawal Payment will also be recalculated to equal the new Income Base multiplied by the new Guaranteed Withdrawal Percentage.

- (c) *Guaranteed Withdrawal Percentage* – The Guaranteed Withdrawal Percentage is based on the annuitant's attained age (or the younger of the annuitants in the case of joint annuitant) at the beginning of the Withdrawal Period. These percentages can be found on Exhibit B.
- (d) *Income Base* – At the time of withdrawal election, if the account value is greater than the Income Base, the Income Base increases to equal the account value. The roll-up will cease and this will remain level unless a Step-up or Excess Withdrawal occurs.
- (e) *Rider Withdrawal Payment* – This is the amount the client chooses to withdraw. This amount can be as large as the Guaranteed Withdrawal Payment. This counts towards any free partial withdrawal under the contract to which this rider is attached.
- (f) *Step-up* – On each anniversary, if the account value is greater than the Income Base, the Income Base will reset to equal the account value on the anniversary. If a Step-up occurs, the Guaranteed Withdrawal Percentage is redetermined to be based on the annuitant's attained age (or the younger of the annuitants in the case of joint annuitant) at the time of Step-up. The Guaranteed Withdrawal Payment is recalculated to equal the stepped-up Income Base and the new Guaranteed Withdrawal Percentage.
- (g) *Excess Withdrawal* – This occurs when client's withdrawn amount exceeds the Guaranteed Withdrawal Payment. Withdrawals in excess of the Guaranteed Withdrawal Payment in a given contract year will result in the recalculation of the Income Base and consequently the Guaranteed Withdrawal Payment as follows:
- The new Income Base equals the Income Base prior to Excess Withdrawal multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the account value prior to Excess Withdrawal.
 - The Excess Withdrawal amount equals the account value prior to partial withdrawal; less account value after partial withdrawal; plus the Guaranteed Withdrawal Payment less the portion of the Rider Withdrawal Payment already paid for in the contract year and less remaining installments that will be paid during the remainder of the contract year.
 - The new Guaranteed Withdrawal Payment equals the reduced Income Base multiplied by the Guaranteed Withdrawal Percentage.

C. Annuity Benefit

Following the fifth contract anniversary, if the annuity option chosen is at least 10 years or for the annuitant's lifetime, the amount applied to purchase periodic annuity payments will be the greater of the account value or the minimum guaranteed surrender value (MGSV) or the Income Base.

D. Death

If an owner dies before the Annuity Date and during the Withdrawal Period, the death benefit shall be equal to the account value at that point in time.

E. Reserves

The method used to calculate reserves has been submitted with each annuity to which this rider may be attached. The impact of this rider on reserves will simply be that in calculating CARVM reserves, the Guaranteed Minimum Withdrawal Benefit will be included. The calculation of statutory reserves will be in compliance with any emerging reserve requirements that are adopted.

10/26/2007

Date



Ferdinand Uy, ASA, MAAA
Manager – Marketing Actuarial Implementation

Attachments:

Exhibit A – Sample Calculations

Exhibit B – Guaranteed Withdrawal Percentage Tables

EXHIBIT A – Sample Calculations

Initial Premium: \$100,000

Initial Premium Bonus: 4%

GMWB Charge: 0.30% of account value starting with the end of the 1st contract year

Guaranteed Withdrawal

Percentage 5% for attained age 60

Attained Age	Year	Account Value						Income Base		
		Beginning Account Value	Hypothetical Interest Credit	Beginning Partial Withdrawals	Beginning Guaranteed Withdrawal Payment	Ending GMWB Charge	Ending Account Value	Beginning Income Base	Income Base Roll-up	Ending Income Base
55	1	104,000	6%	-	-	331	109,909	104,000	6%	110,240
56	2	109,909	3%	10,991	-	306	101,580	99,216	6%	105,169
57	3	101,580	5%	10,158	-	288	95,705	94,652	6%	100,331
58	4	95,705	3%	9,571	-	266	88,453	90,298	6%	95,716
59	5	88,453	3%	8,845	-	246	81,750	86,144	6%	91,313
60	6	81,750	3%	-	4,566	238	79,261	91,313	-	91,313
61	7	79,261	10%	-	4,566	246	81,918	91,313	-	91,313
62	8	81,918	6%	-	4,566	246	81,748	91,313	-	91,313
63	9	81,748	7%	-	4,566	248	82,337	91,313	-	91,313
64	10	82,337	3%	-	4,566	240	79,865	91,313	-	91,313
65	11	79,865	3%	-	4,566	233	77,325	91,313	-	91,313
66	12	77,325	3%	-	4,566	225	74,717	91,313	-	91,313
67	13	74,717	3%	-	4,566	217	72,040	91,313	-	91,313
68	14	72,040	3%	-	4,566	208	69,290	91,313	-	91,313
69	15	69,290	3%	-	4,566	200	66,466	91,313	-	91,313
70	16	66,466	3%	-	4,566	191	63,566	91,313	-	91,313
71	17	63,566	3%	-	4,566	182	60,588	91,313	-	91,313
72	18	60,588	3%	-	4,566	173	57,530	91,313	-	91,313
73	19	57,530	3%	-	4,566	164	54,389	91,313	-	91,313
74	20	54,389	3%	-	4,566	154	51,164	91,313	-	91,313
75	21	51,164	3%	-	4,566	144	47,853	91,313	-	91,313

EXHIBIT B – Guaranteed Withdrawal Percentage Table

I. Single Annuitant

Annuitant's Age	Guaranteed Withdrawal Percentage
0-49	N/A
50-54	4.00%
55-59	4.50%
60-64	5.00%
65-69	5.50%
70-74	6.00%
75-79	6.50%
80-84	7.00%
85-89	7.50%
90+	8.00%

II. Joint Annuitant

Age of Younger Annuitant	Guaranteed Withdrawal Percentage
0-49	N/A
50-54	3.00%
55-59	3.50%
60-64	4.00%
65-69	4.50%
70-74	5.00%
75-79	5.50%
80-84	6.00%
85-89	6.50%
90+	7.00%